

NPS Agreement #G1341090902  
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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**UTAH STATE OFFICE**  
**BUREAU OF LAND MANAGEMENT**  
**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**AND**  
**INTERMOUNTAIN REGIONAL OFFICE**  
**NATIONAL PARK SERVICE**  
**UNITED STATES DEPARTMENT OF THE INTERIOR**

This Memorandum of Understanding (hereinafter "Agreement") is entered into by and between the National Park Service, Intermountain Regional Office (hereinafter "NPS"), United States Department of Interior, and the Utah State Office, Bureau of Land Management (hereinafter "BLM"), United States Department of Interior.

**ARTICLE I - Background and Objectives**

The BLM and the NPS have a mutual interest in several aspects of resource and visitor management, especially where park lands and public lands share a boundary. There are opportunities to enhance efficiencies in each other's management activities, to coordinate information and outreach efforts, and to foster communication on activities that have the potential to affect the other agency's management responsibilities.

**ARTICLE II - Authority**

This Agreement is made under several authorities of the NPS and BLM including but not limited to the Federal Land Policy and Management Act (43 USC 17-1-1782), the Economy Act of 1932 (31 USC 1535), the National Park Service Organic Act of 1916 (16 USC 1), the General Authorities Act of 1970 (16 USC 1a-1), the Outdoor Recreation Act of 1963 (16 USC 4601-4601-3) and the National Historic Preservation Act (16 USC 470-470t).

**ARTICLE III - Statement of Work - Agreements**

The BLM Field Offices/Districts and NPS units will:

1. Meet at least once a year to discuss issues of common interest and concern. The BLM will host the meeting on even numbered years, and the NPS will host the meeting on odd numbered years.
2. Communicate and collaborate on areas of mutual interest, including but not limited to:
  - Data sharing, including geospatial data (GIS) and updates
  - Joint research projects and opportunities
  - Communications networks, technician expertise and dispatch coordination
  - Training and employee development opportunities
  - Development and use of facilities
  - Cultural resources, including archeological and paleontological resources
  - National trail segments, wild and scenic rivers (WSR) and the WSR process
  - Access to respective lands

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- Road maintenance and boundary fence maintenance
  - Livestock grazing, range improvements, and minerals
  - Exotic species control
  - Fire and fuels management
  - Oil and gas lease sales, including advance notification
  - Law enforcement activities
  - Interpretation and information for visitors
  - Visitor use, such as backcountry permits, visitor use studies, picnic areas, signs, amphitheaters, and visitor centers
  - Resource sharing during significant events on adjacent lands (motion picture filming, sporting events, demonstrations, etc.)
3. In considering proposals which, if approved, could affect the other's management activities or goals on nearby or adjacent lands, NPS and BLM will provide early notification to each other. NPS and BLM will collaborate to seek mutual benefit from such proposals, and to mitigate undesirable effects to the other's management activities or goals.
4. Some types of activities may be most clearly addressed by developing procedures to assure that appropriate levels of coordination take place and so that expectations between BLM and NPS are explicit. Such procedures will be defined and included as Addenda to this agreement. Addendum 1, *Oil and Gas Leasing and Development Notifications*, and Addendum 2, *Consideration of Waivers, Modifications, or Exceptions to Land Use Plans*, are included as part of this Agreement. Future Addenda require the signatures of the BLM Utah State Director and the NPS Intermountain Regional Director to authorize adding them to this Agreement

#### **ARTICLE IV – Term of Agreement**

This Agreement will be effective for a period of five (5) years from the date of final signature, unless terminated earlier by one of the parties pursuant to Article VI. All parties reserve the right to terminate their participation in this Agreement upon 60 days written notice to all participants.

#### **ARTICLE V – Key Officials**

The Agencies have designated the following individuals as their representatives and official contacts in regard to this Agreement:

Deputy State Director  
Natural Resources  
Bureau of Land Management  
Utah State Office  
440 West 200 South, Suite 500  
Salt Lake City, UT 84145-0155  
Telephone: (801) 539-4034

Utah State Coordinator  
National Park Service  
324 S. State Street #200  
Salt Lake City, UT 84111  
Telephone: (801) 741-1012 Ext. 101

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**ARTICLE VI - Modification and Termination**

Amendments to this Agreement will require 60 days written notice and unanimous agreement by all participants. Individual BLM and NPS units may enter into agreements with each other providing that any such agreements are consistent with the terms of this Agreement.

**ARTICLE VII - Standard Clauses**

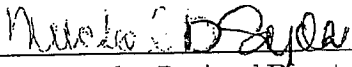
During the performance of this Agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

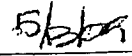
No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases, proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

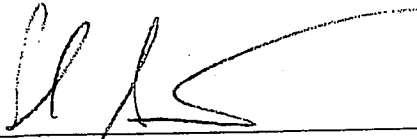
Nothing in this Agreement will be construed as limiting or affecting in any way the authority or responsibility of the Regional Director or State Director, or as binding on either the NPS or the BLM to perform beyond their respective authority, or to require either party to assume or expend any sum in excess of appropriations available. This Agreement is not an obligating document and any commitment of funds in furtherance of this Agreement must be authorized under separate agreement.

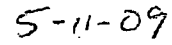
**ARTICLE VIII - Signatures**

In witness whereof, the parties hereto have executed this Agreement on the last date set forth below:

  
\_\_\_\_\_  
Michael Snyder, Regional Director  
Intermountain Region, National Park Service

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Selma Sierra, State Director  
Utah State Office, Bureau of Land Management

  
\_\_\_\_\_  
Date